

7-108A010  
20  
DETROIT, TOLEDO and IRONTON RAILROAD COMPANY

BOX 530, ONE PARKLANE BOULEVARD, DEARBORN, MICHIGAN 48126

RECORDATION NO. 8223-F Filed & Recorded

April 13, 1977

APR 18 1977-9 35 AM

Interstate Commerce Commission  
12th and Constitution Avenue  
Room 1227  
Washington, D.C. 20423

RECORDATION NO. 8223-F Filed & Recorded

Attention: Mrs. Mildred Lee

APR 18 1977-9 35 AM

Dear Mrs. Lee:

INTERSTATE COMMERCE COMMISSION

The Detroit, Toledo and Ironton Railroad Company, through this transmittal letter, hereby request the recording with the Commission pursuant to 49 U.S.C. 20 C and 49 CFR, Part 1116, (1975), of the attached two documents.

1. 8 Original copies of a Bill of Sale dated April 8, 1977 from Manufacturers National Bank of Detroit, agent to the Detroit, Toledo and Ironton Railroad Company, covering 21 cars.

These cars are a part of the equipment listed in the Exhibit A to a Conditional Sale Agreement dated as of February 27, 1966, between Wayne LaChapelle and Detroit, Toledo and Ironton Railroad Company and was recorded under Recordation No. 8223 recorded February 27, 1976. These cars listed in the bill of sale should be released from said conditional sale agreement.

2. 5 Originals and 3 Counterparts of an amendment dated March 31, 1977, pertaining to Article 6, Marking of Equipment, of the aforementioned conditional sale agreement.

We ask that you kindly return all copies bearing recordation numbers not needed for your records to the bearer of this letter.

Also enclosed is our check in the amount of \$20 covering fees for recordation of these documents.

Sincerely yours,

DETROIT, TOLEDO and IRONTON  
RAILROAD COMPANY

N. A. Wallen  
Treasurer

Enclosures  
NAW/hz/3/8

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**4/18/77**

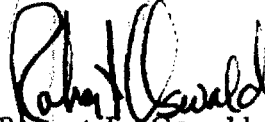
**OFFICE OF THE SECRETARY**

**N.A. Wallen, Treasurer  
Detroit, Toledo and Ironton RR.CO.  
Box 530, One Parklane BLVD.  
Dearborn, Michigan 48126**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **4/18/77** at **9:35am'**  
and assigned recordation number(s) **8223-E & 8223-F**

Sincerely yours,



**Robert L. Oswald  
Secretary**

Enclosure(s)

**SE-30  
(5/76)**

RECORDATION NO. 8223 f  
APR 18 1977 - 9 35 AM  
INDEMNITY COMMERCE COMMISSION

AMENDMENT TO CONDITIONAL SALES AGREEMENT

THIS AMENDMENT, made as of March 31, 1977,  
by and between Manufacturers National Bank of Detroit as Agent (herein called  
"Agent") under that certain Finance Agreement dated as of February 27, 1976,  
by and between Agent, Manufacturers National Bank of Detroit, First National  
City Bank, and Continental Illinois National Bank and Trust Company of Chicago  
and Detroit, Toledo and Ironton Railroad Company (herein called "Railroad");

WHEREAS, Wayne LaChapelle and Railroad entered into a Conditional  
Sales Agreement dated as of February 27, 1976 (herein called "Agreement");  
and

WHEREAS, Wayne LaChapelle assigned all of his right, title and interest  
in the Agreement and the Equipment covered thereby to Agent by an Agreement  
and Assignment dated as of February 27, 1976; and

WHEREAS, Agent and Railroad desire to amend the Agreement;

NOW THEREFORE, it is agreed that the Agreement is amended as  
follows:

1. Article 6 entitled "Marking of Equipment" shall be and is hereby  
amended to read as follows:

Article 6. Marking of Equipment. The Railroad will cause  
each unit of the Equipment to be kept numbered with the  
identifying number thereof as set out in Schedule A hereto  
and will not change or permit the change of numbers of  
any such units except with the consent of the Vendor and  
in accordance with a statement of new numbers to be  
substituted therefor, which consent and statement pre-  
viously shall have been filed with the Vendor by the Rail-  
road and filed, recorded or deposited in all public offices  
where this Agreement shall have been filed, recorded or  
deposited.

Except as provided above, the Railroad will not allow  
the name of any person, association or corporation to be  
placed on any of the Equipment as a designation which

might be interpreted as a claim of ownership by the Railroad or anyone other than the Vendor; provided, however, that the Railroad may cause the Equipment to bear the designation "Detroit, Toledo and Ironton Railroad Company" or "DTI", together with such insignia as the Railroad customarily displays on the side of other railroad equipment owned or leased by the Railroad.

This Agreement shall be effective as of the day and year first above written.

Except as modified hereby, all of the terms and conditions of this Agreement shall remain in full force and effect.

WITNESS the due execution hereof on the respective dates opposite the signatures below, but as of the day and year first above written.

DETROIT, TOLEDO AND IRONTON  
COMPANY

Dated: March 31, 1977

BY *Richard L. Meyer*

Its: Vice President-Finance

WITNESSES:

*N. A. Wallen*  
N. A. Wallen

*Louise K. White*  
Louise K. White

MANUFACTURERS NATIONAL BANK  
OF DETROIT, AS AGENT

Dated: March 31, 1977

BY *Wayne A. Chappelle*

Its: Vice-President

WITNESSES:

*Carolyn E. Miles*

*Linda A. Madson*

State of Michigan)  
County of Wayne ) ss.:

On this 31st day of March,  
1977, before me personally appeared Richard Guregian  
to me personally known, who being by me  
duly sworn, says that he is Vice President-Finance of  
Detroit, Toledo and Ironton Railroad Company, that the seal  
affixed to the foregoing instrument is the corporate seal of  
said corporation, and that said instrument was signed and sealed  
on behalf of said corporation by authority of its Board of  
Directors, and he acknowledged that the execution of the fore-  
going instrument was the free act and deed of said corporation.

Louise K. White  
Notary Public

LOUISE K. WHITE  
Notary Public, Wayne County, Mich.  
My Commission Expires March 27, 1978

STATE OF MICHIGAN)  
COUNTY OF WAYNE ) ss.:

On this 31 day of MARCH,  
1977, before me personally appeared Wayne LaChapelle, to  
me personally known, who being by me duly sworn, says that  
he is Vice President of Manufacturers National Bank of  
Detroit, that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation, and that said  
instrument was signed and sealed on behalf of said corpora-  
tion by authority of its Board of Directors, and he acknow-  
ledged that the execution of the foregoing instrument was  
the free act and deed of said corporation.

Plinn F. Morse, II  
Notary Public

PLINN F. MORSE, II  
Notary Public Oakland County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires Mar. 10, 1980